

FEB 16 1990

BARBARA A. EVERLY, CLERK

United States Bankruptcy Court

For the NORTHERN District of IOWA

IN RE: BARBARA ANN GRONSTAL,
Debtor.

Chapter 7

Case No. X86-01219F

BARBARA ANN GRONSTAL,
v. Plaintiff

IOWA COLLEGE AID
COMMISSION, Defendant

Adversary Proceeding No. X89-0122F

JUDGMENT

☐ This proceeding having come on for trial or hearing before the court, the Honorable William L. Edmonds, United States Bankruptcy Judge, presiding, and the issues having been duly tried or heard and a decision having been rendered.

[OR]

☒ The issues of this proceeding having been duly considered by the Honorable William L. Edmonds, United States Bankruptcy Judge, and a decision having been reached without trial or hearing, upon stipulation of the parties,

IT IS ORDERED AND ADJUDGED: (1) The Iowa College Aid Commission (herein "ICAC") shall have a judgment against Barbara Ann Gronstal (herein "Gronstal") in the amount of \$9,000, bearing interest at 7% per annum until paid, constituting total amount of outstanding student loans she owes to the ICAC. (2) The ICAC shall not execute upon said judgment so long as Ms. Gronstal abides by the conditions set forth in Paragraph 3 of this Order. In the event Ms. Gronstal fails to comply with the conditions set forth in Paragraph 3, Defendant shall, after complying with the requirements of Paragraph 4 of this Order, have the right to execute upon said judgment. (3) Ms. Gronstal shall have the right to repay the \$9,000 judgment over a period of ten (10) years, until all principal and accrued interest has been paid. She shall make monthly payments in the amount of \$104.50 beginning on February 1, 1990 and continuing on the 1st of every month thereafter. All payments will first be applied to interest then to principal. (4) In the event Ms. Gronstal fails to make any payment within 10 days after the due date, the ICAC shall have the right to notify Ms. Gronstal of its intent to execute upon the remaining balance on the judgment and shall give her twenty (20) days from the date of receipt of the notice to cure her default. Upon the termination of the twenty day period, without cure of the default, the ICAC may execute on the judgment. (5) Any claims the ICAC may have against Ms. Gronstal, for student loan debts incurred by her former husband, Todd Keith, are waived and are hereby dismissed with prejudice. (6) Any claims Ms. Gronstal may have against the ICAC or any of its agents, employee(s) or attorney(s), for alleged violations of any Bankruptcy Court Order or the Fair Debt Collection Practices Act and all claims in her Complaint are waived and are hereby dismissed with prejudice. (7) Each party shall bear its own attorney's fees and costs.



BARBARA A. EVERLY

Clerk of Bankruptcy Court

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[Seal of the U.S. Bankruptcy Court]

Louis M. Edmonds

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA

FILED
U.S. BANKRUPTCY COURT S.C.
NORTHERN DISTRICT OF IOWA

FEB 16 1990

BARBARA A. EVERLY, CLERK

IN RE:)	
)	
BARBARA ANN GRONSTAL,)	NO. 86-01219F
a/k/a Barbara Ann Keith,)	
a/k/a Mrs. Todd Keith,)	STIPULATED ORDER
)	
Debtor.)	
)	
-----)	
)	
BARBARA ANN GRONSTAL,)	ADVERSARY NO. 89-0122F
)	
Plaintiff,)	
)	
vs.)	
)	
IOWA COLLEGE AID COMMISSION,)	
)	
Defendant.)	

The above-matter comes on before the Court on the Stipulation of the parties. Plaintiff-Debtor, Barbara Ann Gronstal, is represented by Martin A. Diaz, Esq. and David J. Smith, Esq.; Defendant-Creditor, Iowa College Aid Commission, is represented by Scott Galenbeck, Esq. and H. Raymond Terpstra, II., Esq.

The Court accepts the Stipulation of the parties as a fair and reasonable resolution of the issues involved in this matter. Based on all the files, records and proceedings and upon the Stipulation of the parties, the Court makes the following:

ORDER

1. The Iowa College Aid Commission (herein "ICAC") shall have a judgment against Barbara Ann Gronstal (herein "Ms. Gronstal") in the amount of \$9,000, bearing interest at 7% per annum until paid, constituting the total amount of outstanding student loans she owes to the ICAC.

2. The ICAC shall not execute upon said judgment so long as Ms. Gronstal abides by the conditions set forth in Paragraph 3 of this Order. In the event Ms. Gronstal fails to comply with the conditions set forth in Paragraph 3, Defendant shall, after complying with the requirements of Paragraph 4 of this Order, have the right to execute upon said judgment.

3. Ms. Gronstal shall have the right to repay the \$9,000 judgment over a period of ten (10) years, until all principal and accrued interest has been paid. She shall make monthly payments in the amount of \$104.50 beginning on February 1, 1990 and continuing on the 1st of every month thereafter. All payments will first be applied to interest and then to principal.

4. In the event Ms. Gronstal fails to make any payment within 10 days after the due date, the ICAC shall have the right to notify Ms. Gronstal of its intent to execute upon the remaining balance on the judgment and shall give her twenty (20) days from the date of receipt of the notice to cure her default. Upon the termination of the twenty day period, without cure of the default, the ICAC may execute on the judgment.


5. Any claims the ICAC may have against Ms. Gronstal, for student loan debts incurred by her former husband, Todd Keith, are waived and are hereby dismissed with prejudice.

6. Any claims Ms. Gronstal may have against the ICAC, or any of its agents, employee(s) or attorney(s), for alleged violations of any Bankruptcy Court Order or the Fair Debt Collection Practices Act and all claims in her Complaint are waived and are hereby dismissed with prejudice.

7. Each party shall bear its own attorney's fees and costs.

So Ordered and adjudged this 16th day of February, 1990.

cc: Martin Diaz and David Smith
Scott Galenbeck
H. Raymond Terpstra, II
U. S. Trustee
on 2/16/90, *sm*



WILLIAM L. EDMONDS
Bankruptcy Judge

STIPULATION

The undersigned acknowledge that they have been fully advised of the terms of the agreement; have had ample opportunity to discuss the agreement with counsel; and that the above Order constitutes the entire agreement between the parties. Further they understand the agreement and believe it to be a fair and reasonable settlement of the issues raised in this dispute.

by Scott M. Galenbeck

ICAC

Barbara Ann Gronstal

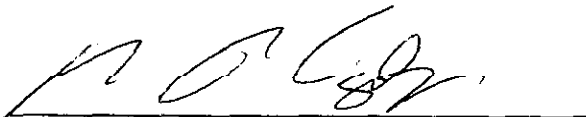
Barbara Ann Gronstal



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485-58-1649

SEP 11 1998

IN THE UNITED STATES BANKRUPTCY COURT
Northern District of Iowa

GEORGE D. PRENTICE, II

IN RE:

BARBARA ANN GRONSTAL,
a/k/a Barbara A. Keith,
a/k/a Mrs. Todd Keith,

Debtor.

BARBARA ANN GRONSTAL,

Plaintiff.

v.

IOWA COLLEGE STUDENT AID COMMISSION,

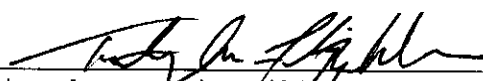
Defendant.

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* Bky. No. 86-01219F
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* Adv. No. 89-0122F
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* SATISFACTION AND RELEASE
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STATE OF IOWA)
) ss.
COUNTY OF POLK)

In consideration of full payment by plaintiff Barbara Ann Gronstal of sums owed to the Iowa College Student Aid Commission pursuant to a Stipulated Order filed February 16, 1990, in the United States Bankruptcy Court in and for the Northern District of Iowa, the Iowa College Student Aid Commission hereby declares said obligation satisfied and releases plaintiff Barbara Ann Gronstal from any further obligation thereunder, effective this date.

Dated this 8 day of SEPTEMBER, 1998.



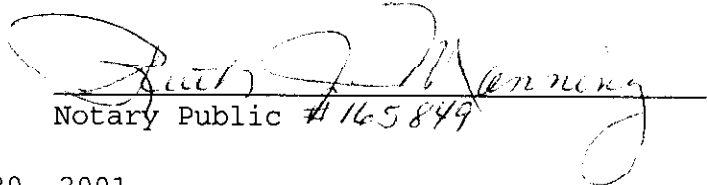
Timothy M. Fitzgibbon
Director of Finance and Claims
Iowa College Student Aid Commission

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On this 8th day of September, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared Timothy M. Fitzgibbon to me known to be the identical person named in and who executed the foregoing instrument,

and acknowledged that he executed the same as his voluntary act and deed.


Notary Public #165849

My Commission Expires: July 20, 2001